RESOLUTION R- 4548

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A SEWER FACILITY AGREEMENT WITH PAUL TALBOTT AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, the improvement of public health is furthered by the development of adequate sanitary sewer systems; and

WHEREAS, the Washington State Legislature enacted the Municipal Water and Sewer Facilities Act, (Chapter 35.91 RCW,) in furtherance of this goal and authorized municipalities to enter into agreements with property owners for the construction of sanitary sewer facilities and the reimbursement of such owners by "latecomers"; and

WHEREAS, The City of Kirkland concludes entering into this agreement will promote the goal of the improvement of public health;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute, on behalf of the City, the Sewer Facility Agreement between the City and Paul Talbott. A copy of this Agreement is attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this <u>7th</u> day of <u>February</u>, 2006.

Signed in authentication thereof this 7th day of February , 2006.

MAYOR

Attest:

City Clerk

EXHIBIT A



SEWER FACILITIES AGREEMENT PURSUANT TO CHAPTER 35.91 REVISED CODE OF WASHINGTON

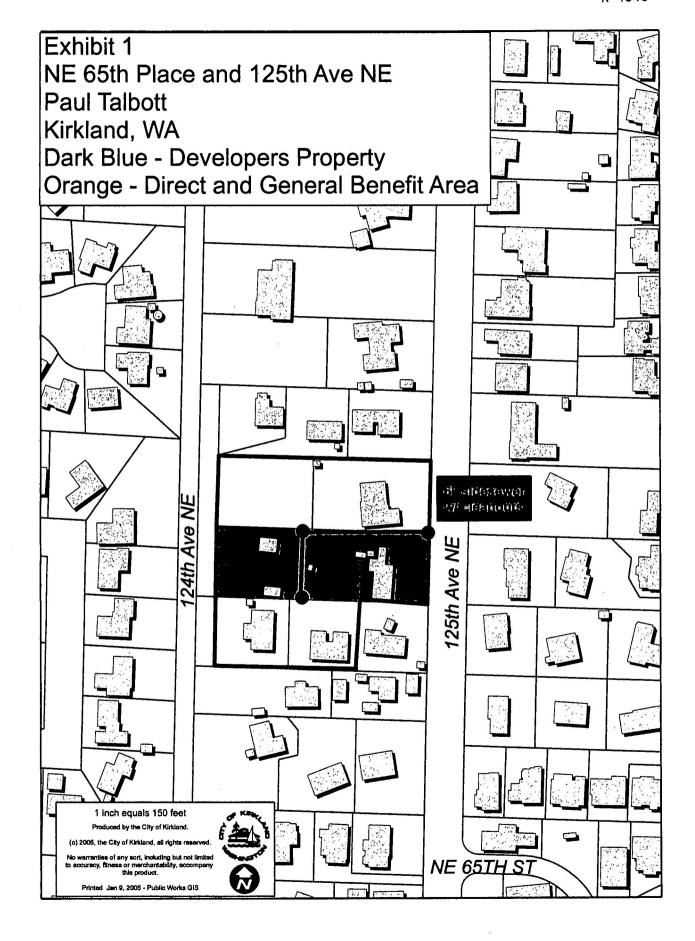
City of Kirkland, a non-charter optional code city, hereinafter referred to as "City" and hereinafter referred to as "Developer":
WITNESSETH
Section 1. Developer does hereby agree to construct, at its sole expense, the SEWER FACILITIES described in EXHIBIT, attached hereto and by this reference incorporated herein, all in accordance with the specifications and standards of the City of Kirkland pertaining to sewer construction and installation.
Section 2. Upon completion of said sewer facilities to the satisfaction of the Kirkland Director of Public Works, and acceptance thereof by the City of Kirkland, said facility shall become the property of the City of Kirkland and a part of its sewer system with full power of the City of Kirkland to charge for its use such sewer connection and service rates and charges as the City of Kirkland may be authorized by law to establish, and all further maintenance operation costs of said facility shall be borne by the City of Kirkland.
Section 3. The benefit area to be served by said facility is described and designated on EXHIBIT attached to this agreement and by this reference incorporated herein. Said Exhibit is a map showing the total benefit area and delineating thereon that portion of the benefit area owned by Developer. EXHIBIT attached to this agreement and by this reference incorporated herein is a listing of each lot or parcel within the benefit area including the lot or parcel legal description and the lot of parcel's "pro rata share" of the cost of construction of the sewer facilities. EXHIBIT identifies those lots or parcels owned by Developer and not subject to the provisions of Section 4 of this agreement.
Section 4. Any owner of any real property located within the benefit area (other than those properties designated in EXHIBIT as Developer's properties) who shall hereafter tap into or use said sewer facility (including not only connecting directly into, but also to users connecting laterals or branches connected thereto) shall, prior to such tap in or use, pay to the City of Kirkland, in addition to any connection or other change required by the ordinances of the City of Kirkland to be paid upon connecting to a sewer facility, their fair pro rata share of the cost of construction of said facility.
Section 5. For the purposes of determining such "fair pro rata share" the cost of construction of said facility shall be considered to be \$22,366.10 , provided, however, the City may adjust said cost to reflect the true and final cost of construction of said facility. The "FAIR PRO RATA SHARE" of the cost of construction as designated on EXHIBIT 3 , and is hereby approved by the City of Kirkland.

City shall disburse said sum, less fifteen (15) perocover costs of administering the provising 18908 160th Ave NE Woodinuite (2) A until sum of \$13,997.49 , or the expiration of whichever event shall first occur. Thereafter, any an	receipt by the City of any "fair pro rata share," the cent thereof to be retained by the City of Kirkland to ons of this agreement, to Developer a such time as Developer shall have received the tota fifteen (15) years from the date of this agreement mount of charge made or received by the City to tag It shall be the duty of the Developer to advise the City
Section 7. The provisions of this agree property designated in EXHIBIT 3, other than have been recorded in the Office of the King County as to such real property owners as tap into or connes shall not be required to disburse any "fair pro recollected from such real property owner at the tire facility.	ct into said facility subsequent to such recording. City ata share" to Developer which may not be lawfully
Section 8. In the event the cost, or an local or general, is or will be assessed against the or connected into or will make use of the facility co thereof was not contributed to by the owners of Engineer's estimate for the hearing or any sucl assessments, a sum equal to the amount provided for such owners in accordance with the provisions of this	nstructed pursuant to this agreement and the cos said real property, there shall be included in the n improvement, separately itemized, and in such or in this agreement as a fair pro rata share due from
Section 9. No person, firm, or corpora identified as owned by Developer in EXHIBIT tap into or use said facility or extensions thereof w provided.	ation, other than Developer's, as to the real property _ hereto, shall be granted a permit or authorized to ithout first paying their fair pro rata share as hereir
DATED at Kirkland, Washington, this day	of,
CITY OF KIRKLAND:	DEVELOPER:
CITY MANAGER FOR THE City of Kirkland KIRKLAND WHO IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF SAID CITY BY VIRTUE OF RESOLUTION NO.	By:

(Sign in blue ink)
(Individuals Only)
OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)
(Individuals Only)
STATE OF WASHINGTON)
County of King) SS.
On this day of,, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and
me known to be the individual(s) described herein and who executed the Sewer Facilities Agreement and acknowledged that signed the same
as free and voluntary
act and deed, for the uses and purposes therein mentioned.
WITNESS my hand and official seal hereto affixed the day and year first above written.
Notary's Signature
Print Notary's Name Notary Public in and for the State of Washington, Residing at:
My commission expires:

(Partnerships Only)
OWNER(S) OF REAL PROPERTY
(Name of Partnership or Joint Venture)
By General Partner
By General Partner
By General Partner
g .
(Partnerships Only)
STATE OF WASHINGTON)
) SS. County of King
On this day of,, before me, the undersigned, a
Notary Public in and for the State of Washington, duly commissioned and
sworn, personally appeared and
to me, known to
be general partners of the partnership that
executed the Sewer Facilities Agreement and acknowledged the said instrument to be the free and voluntary act and deed of each personally and of said partnership, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.
WITNESS my hand and official seal hereto affixed the day and year first above written.
Notary's Signature
Print Notary's Name Notary Public in and for the State of Washington, Residing at:
My commission expires:

(Corporations Only)
OWNER(S) OF REAL PROPERTY
(Name of Corporation)
By President
By Secretary
(Corporations Only)
STATE OF WASHINGTON)
County of King) SS.
On this day of,, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to
me, known to be the President and Secretary, respectively, of
corporation that executed the Sewer Facilities Agreement and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument and that the seal affixed is the corporate seal of said corporation.
WITNESS my hand and official seal hereto affixed the day and year first above written.
Notary's Signature
Print Notary's Name
Notary Public in and for the State of Washington, Residing at:
My commission expires:



Paul Talbott Short Plat Latecomer's Assessment Roll

EXHIBIT 3

Ref No.	Tax/Parcel No.	• Owner/Address	Abbrevialed regal Description	Total Area (SF)	Directe Benefit Area(SF)	General Benefit Area (SF)	Direct and Benefit and Cost an	General Benefit Cost	Total Cost	Reimburse Developer 6@ 85%	Reimburse City.@:15%
4	092505-9178	Nelson E. Wright 6547 125th Avenue NE Kirkland, WA 98033	092505 178 S 110 FT OF N 850 FT OF E 216 FT OF W 396 FT OF NW 1/4 OF SE 1/4 LESS CO RD	20,460					,		
5	092505-9098	6547 125th Avenue NE	092505 98 S 110 FT OF N 850 FT OF W 180 FT OF NW 1/4 OF SE 1/4 LESS W 30 FT SUBJ TO ESMT TRANS LN R/W	16,500	16,500	16,500	\$2,801.99	\$934.00	\$3,735.99	\$3,175.59	\$560.4
6	092505-9210	Dave McKinnon 12421 NE 65th PI Kirkland, WA 98033	092505 210 W 110 FT OF E 220 FT OF W 366 FT OF S 110 FT OF N 1070 FT OF NW 1/4 OF SE 1/4 SUBJ TO P L ESMT	12,100	12,100	12,100	\$2,054.79	\$684.93	\$2,739.72	\$2,328.76	\$410.9
7	092505-9211	Marjorie L Conrad 12411 NE 65th PI Kirkland, WA 98033	092505 211 W 366 OF S 110 FT OF N 1070 FT OF NW 1/4 OF SE 1/4 LESS E 220 FT & LESS W 30 FT SUBJ TO CITY OF SEA TRANS LN ESMT	12,760	12,760	12,760	\$2,166.87	\$722.29	\$2,889.16	\$2,455.79	\$433.3

		190	K280-927		
TOTALS	61,820	61,820	61,820	\$13,997.49 \$11,897.87	\$2,099.62

Cost Per Square Foot of S	sewer Construction	Calculation of the Cost Per Square Foot of Sewer Construction	
Permit Fees	\$3,342.50	75% of Total Cost Shall be borne by the Total Direct Benefit Area (TDBA)	
Engineering Cost	\$2,230.00	25% of Total Cost Shall be borne by the Total General Benefit Area (TGBA)	*
Construction Cost	\$15,993.60	Therefore the following are cost per squeste foot for each bendfit area:	
Survey	\$800.00	((75%)x(Total Cost/TDBA)) = .75 x \$22,366.10 / 98,780 =	0.169818
Total	\$22,366.10	((25%)x(Total Cost/TGBA)) = .25 x \$22,366.10 / 98,780 =	0.056606

Paul Talbott Developers Assessment Roll

EXHIBIT 4

Ref No.	Tax/Parcel No.	Owner/Address.	Abbreviated Legali Description:	Total Area (SF)	Benefit	General Benefit Area (SF)	
1	092505-9151	Paul Talbott	092505 151 S 90 ft of N 906 ft of E 110 ft of W 366 ft of SE 1/4	9,900	9,900	9,900	\$2,241.59
2	092505-9260		092505 260 S 110ft of N 960 fr of E 200 ft of W 366 ft of W 1/2 of SE 1/4 less E 110 ft of S 90 ft	12,100	12,100	12,100	\$2,739.72
3	092505-9090	Paul Talbott 18908 160th Ave NE Woodinville, WA 98072	092505 90 S 110ft of N 960 ft of E 136 ft of W 166 ft of W 1/2 of SE 1/4	14,960	14,960	14,960	\$3,387.29
			TOTALS	36,960	36,960	36,960	\$8,368.61